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04 3131315

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
12/03/04 AT 08:00am

TITLE(S) : \_\_\_\_\_



FEE
FEE \$37- M
DAF \$2-
C-20

D.T.T

CODE  
20

CODE  
19

CODE  
9 \_\_\_\_\_

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM NOT TO BE DUPLICATED

12/3/04

LANDAMERICA C.S.

RECORDING REQUESTED BY:  
**ConocoPhillips Company**  
**1232 Park Street, Ste. 300**  
**Paso Robles, CA 93446**

04 3131315

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WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
Region 3  
1011 N. Grandview Avenue  
Glendale, California 91202  
Attention: Sayareh Amir, Chief  
Site Mitigation

5107118-70

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: 5173-017-008 Block L of Sector C of the former Aliso Street  
Manufactured Gas Plant (MGP).

This Covenant and Agreement ("Covenant") is made by and between ConocoPhillips Company, a Delaware Corporation, successor by merger to Tosco Corporation, a Nevada corporation (the "Covenantor"), the current owner of property situated in Los Angeles, County of Los Angeles, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department").

Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant.

5173-017-008

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property is a rectangular shaped parcel totaling approximately 2 acres, and is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Commercial Street on the north, Center Street on the east, and Ducommun Street on the south. It is approximately 150' east of Vignes Street. The Site is also referred by the Department as Block L of Sector C of the former Aliso Street MGP, and is also known by the street address 501 North Center Street, Los Angeles, California. The property is more specifically described as County of Los Angeles Assessor Parcel Number 5173-017-008.

1.02. The Property has been remediated pursuant to a Removal Action Workplan pursuant to Chapter 6.8 of Division 20 of the H&SC, under the oversight of the Department. The Removal Action Workplan provides that a deed restriction be required as part of the site remediation. This is because polycyclic aromatic hydrocarbons and lead, which are hazardous substances as defined in H&SC section 25316, and are hazardous materials as defined in H&SC section 25260, remain below the surface of the Property. The concentrations of these materials at the Property do not present an unacceptable threat to human safety or the environment, if limited to commercial and industrial use. The Department circulated the Removal Action Workplan, which contains a Health Risk Assessment, together with a draft negative declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment. The Removal Action Workplan and the negative declaration were approved by the Department on September 10, 2003, pursuant to which the Property was excavated to various depths across the site, then backfilled with clean soil.

1.03. As detailed in the Removal Documentation Report as approved by the Department on July 26, 2004, the Property soils contain hazardous substances, as defined in H&SC section 25316, which include the following contaminants of concern: polycyclic aromatic hydrocarbons [up to 6.1 parts per million (ppm)] and lead (up to 363 ppm). Based on the Removal Documentation Report, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable health risk. The Department further concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, if limited to commercial and industrial use.

Groundwater at the Property is found approximately 30 feet below ground surface. Contaminants in the groundwater include 1,2,4-Trimethylbenzene (up to 499 ug/l, USEPA Region IX PRG=12 ug/l), 1,3,5-Trimethylbenzene (up to 127 ug/l, USEPA Region IX PRG=12 ug/l), Benzene (up to 708 ug/l, CA MCL=1 ug/l), Ethylbenzene (up to 3840 ug/l, CA MCL=700 ug/l), naphthalene (up to 12,600 ug/l, USEPA Region IX PRG=6.2 ug/l), Toluene (up to 8400 ug/l, CA MCL=150 ug/l) and MTBE (up to 51 ug/l, CA MCL=13 ug/l). The Department concludes that the use of Property groundwater would present an unacceptable threat to human health and safety.

## ARTICLE II

### DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III  
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

ARTICLE IV  
RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.
- (e) Construction of groundwater wells for injection or extraction and utilization.

4.02. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

ARTICLE V  
ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to require that the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways,

and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law.

#### ARTICLE VI

##### VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

6.02 Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234.

6.03 Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

#### ARTICLE VII

##### MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

Tosco Corporation

To Owner: ConocoPhillips Company  
1232 Park Street, Ste. 300  
Paso Robles, CA 93446  
Attn: Tim Thompson

To Department: Department of Toxic Substances Control  
1011 N. Grandview Avenue  
Glendale, CA 91201  
Attn: Sayareh Amir, Chief

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.


7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.



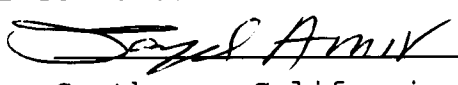
7.06 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: ConocoPhillips Company, successor by merger to  
Tosco Corporation

By:   
Title: Director, Property Tax, Real Estate  
Date: 11/29/04

Department of Toxic Substances Control

By:   
Title: Southern California Cleanup Operations Branch  
Chief, Glendale Office  
Date: 11/19/04

STATE OF CALIFORNIA )

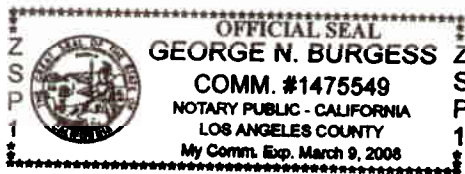
COUNTY OF )

LOS ANGELES )On this 19<sup>TH</sup> day of NOVEMBER, in the year 2004,before me GEORGE N. BURGESS "NOTARY PUBLIC", personally appearedSAYAREH AMIR,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is / ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~ she / ~~they~~ executed the same in ~~his~~ her / ~~their~~ authorized capacity(ies), and that by ~~his~~ her / ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature


George N. Burgess

STATE OF CALIFORNIA )

STATE OF CALIFORNIA                    )  
   ) SS  
 COUNTY OF SAN LUIS OBISPO        )

ON NOVEMBER 29, 2004 BEFORE ME, FRANK L. NICHOLS, NOTARY PUBLIC, PERSONALLY APPEARED TIM R. THOMPSON (AND NO ONE ELSE), PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

**WITNESS** my hand and official seal.

  
 NOTARY'S SIGNATURE



**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

**DESCRIPTION OF THE ATTACHED DOCUMENT:** Environmental Restriction for the former Aliso Street Manufactured Gas Plant

**TITLE OR TYPE OF DOCUMENT:** Covenant To Restrict Use of Property, Environmental Restriction

**NUMBER OF PAGES:** 8 pages plus Exhibits "A" (4 pages) = 12 pages total excluding notary certificate(s)

**DATE OF DOCUMENT:** No Document Date

**CAPACITY OF SIGNER:** Attorney-In-Fact

**SIGNER REPRESENTS:** ConocoPhillips Company

12/3/04

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ORDER NO. 5107118-67

EXHIBIT "A"

## LEGAL DESCRIPTION

## PARCEL 1:

THE WESTERLY 45 FEET OF LOT 13, IN BLOCK "L" OF THE ALISO TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGES 12 AND 13 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

## PARCEL 2:

PARCEL "A" OF PARCEL MAP NO. 349, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 2, PAGE 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY AS PROVIDED IN DEEDS OF RECORD.

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